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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

AMERANTH, INC.

Plaintiff,

v.

PIZZA HUT, INC., PIZZA HUT OF
AMERICA, INC., DOMINO'S PIZZA, LLC,
DOMINO'S PIZZA, INC., PAPA JOHN'S
USA, INC., OPENTABLE, INC.,
GRUBHUB, INC., NETWAITER, LLC,
TICKETMOB, LLC, EXIT 41, LLC,
QUIKORDER, INC., SEAMLESS NORTH
AMERICA, LLC, and O-WEB
TECHNOLOGIES LTD.,

Defendants.

Civil Action No.: 3:11-cv-01810-JLS-NLS

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

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1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc., for its Complaint against defendants Pizza Hut, Inc., Pizza
3 Hut of America, Inc., Domino's Pizza, LLC, Domino's Pizza, Inc., Papa John's USA, Inc.,
4 OpenTable, Inc., GrubHub, Inc., Netwaiter, LLC, Ticketmob, LLC, Exit 41, LLC, QuikOrder,
5 Inc., Seamless North America, LLC and O-Web Technologies LTD.(collectively,
6 "Defendants"), avers as follows:

7 **PARTIES**

8 1. Plaintiff Ameranth, Inc. ("Ameranth") is a Delaware corporation having a
9 principal place of business at 5820 Oberlin Drive, Suite 202, San Diego, California 92121.
10 Ameranth develops, manufactures and sells, *inter alia*, hospitality industry, entertainment,
11 restaurant and food service information technology solutions under the trademarks 21st
12 Century Communications™, 21st Century Restaurant™ , among others, comprising the
13 synchronization and integration of hospitality information and hospitality software
14 applications between fixed, wireless and/or internet applications, including but not limited to
15 computer servers, web servers, databases, affinity/social networking systems, desktop
16 computers, laptops, "smart" phones and other wireless handheld devices..

17 2. Defendant Pizza Hut, Inc., is, on information and belief, a California
18 corporation having a principal place of business in Plano, Texas. Defendant Pizza Hut of
19 America, Inc., is, on information and belief, a Delaware corporation having a principal place
20 of business in Plano, Texas. On information and belief, Pizza Hut, Inc. and Pizza Hut of
21 America, Inc. are agents and affiliates of one another and knowingly and intentionally acted
22 in concert and under common and coordinated plan, design and control in committing the acts
23 alleged herein, such that each entity is jointly and severally liable for the acts of each other.
24 Pizza Hut, Inc. and Pizza Hut of America, Inc. shall be referred to herein collectively as
25 "Pizza Hut." On information and belief, Pizza Hut makes, uses, sells and/or offers for sale
26 restaurant and foodservice information technology products, software, components and/or
27 systems within this Judicial District, including products, software, components and/or systems
28 comprising wireless and internet Point of Sale ("POS") and/or hospitality aspects.

1 3. Defendant Domino's Pizza, LLC, is, on information and belief, a Michigan
2 limited liability company having a principal place of business in Ann Arbor, Michigan.
3 Defendant Domino's Pizza, Inc. is, on information and belief, a Delaware corporation having
4 a principal place of business in Ann Arbor, Michigan. On information and belief, Domino's
5 Pizza, LLC and Domino's Pizza, Inc. are agents and affiliates of one another and knowingly
6 and intentionally acted in concert and under common and coordinated plan, design and
7 control in committing the acts alleged herein, such that each entity is jointly and severally
8 liable for the acts of each other. Domino's Pizza, LLC and Domino's Pizza, Inc. shall be
9 referred to herein collectively as "Domino's." On information and belief, Domino's makes,
10 uses, sells and/or offers for sale restaurant and foodservice information technology products,
11 software, components and/or systems within this Judicial District, including products,
12 software, components and/or systems comprising wireless and internet POS and/or hospitality
13 aspects.

14 4. Defendant Papa John's USA, Inc., ("Papa John's") is, on information and
15 belief, a Kentucky corporation having a principal place of business in Louisville, Kentucky.
16 On information and belief, Papa John's makes, uses, sells and/or offers for sale restaurant and
17 foodservice information technology products, software, components and/or systems within
18 this Judicial District, including products, software, components and/or systems comprising
19 wireless and internet POS and/or hospitality aspects.

20 5. Defendant OpenTable, Inc., ("OpenTable") is, on information and belief, a
21 Delaware corporation having a principal place of business in San Francisco, California. On
22 information and belief, OpenTable makes, uses, sells and/or offers for sale restaurant and
23 foodservice information technology products, software, components and/or systems within
24 this Judicial District, including products, software, components and/or systems comprising
25 wireless and internet hospitality aspects.

26 6. Defendant GrubHub, Inc. ("GrubHub") is, on information and belief, a
27 Delaware corporation having a principal place of business in Chicago, Illinois. On
28 information and belief, GrubHub makes, uses, sells and/or offers for sale restaurant and

1 foodservice information technology products, software, components and/or systems within
2 this Judicial District, including products, software, components and/or systems comprising
3 wireless and internet POS and/or hospitality aspects.

4 7. Defendant Netwaiter, LLC ("Netwaiter") is, on information and belief, a
5 California limited liability company having a principal place of business in Redlands,
6 California. On information and belief, Netwaiter makes, uses, sells and/or offers for sale
7 restaurant and foodservice information technology products, software, components and/or
8 systems within this Judicial District, including products, software, components and/or systems
9 comprising wireless and internet POS and/or hospitality aspects.

10 8. Defendant Ticketmob, LLC is, on information and belief, a California limited
11 liability company having a principal place of business in Los Angeles, California, doing
12 business as "LaughStub, LLC" ("LaughStub"). On information and belief, LaughStub makes,
13 uses, sells and/or offers for sale entertainment box office management and ticketing
14 information technology products, software, components and/or systems within this Judicial
15 District, including products, software, components and/or systems comprising wireless and
16 internet hospitality aspects.

17 9. Defendant Exit 41, LLC ("Exit 41") is, on information and belief, a Delaware
18 limited liability company having a principal place of business in Andover, Massachusetts. On
19 information and belief, Exit 41 makes, uses, sells and/or offers for sale restaurant and
20 foodservice information technology products, software, components and/or systems within
21 this Judicial District, including products, software, components and/or systems comprising
22 wireless and internet POS and/or hospitality aspects.

23 10. Defendant QuikOrder, Inc. ("QuikOrder") is, on information and belief, an
24 Illinois corporation having a principal place of business in Chicago, Illinois. On information
25 and belief, QuikOrder makes, uses, sells and/or offers for sale restaurant and foodservice
26 information technology products, software, components and/or systems within this Judicial
27 District, including products, software, components and/or systems comprising wireless and
28 internet POS and/or hospitality aspects.

1 11. Defendant Seamless North America, LLC ("Seamless") is, on information and
2 belief, a Delaware limited liability company having a principal place of business in New
3 York, New York. On information and belief, Seamless makes, uses, sells and/or offers for
4 sale restaurant and foodservice information technology products, software, components and/or
5 systems within this Judicial District, including products, software, components and/or systems
6 comprising wireless and internet POS and/or hospitality aspects.

7 12. Defendant O-Web Technologies LTD., is, on information and belief, an Ohio
8 limited liability company having a principal place of business in Cleveland, Ohio, doing
9 business as "Onosys" ("Onosys"). On information and belief, Onosys makes, uses, sells
10 and/or offers for sale restaurant and foodservice information technology products, software,
11 components and/or systems within this Judicial District, including products, software,
12 components and/or systems comprising wireless and internet POS and/or hospitality aspects.

13
14 **JURISDICTION AND VENUE**

15 13. This is an action for patent infringement arising under the Patent Laws of the
16 United States, 35 U.S.C. §§ 271, 281-285.

17 14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
18 1338(a).

19 15. On information and belief, Defendants, and each of them, have engaged in (a)
20 the offer for sale or license and sale or license of hospitality, restaurant, food service, ticketing
21 and/or entertainment technology services, products and/or components in the United States,
22 including this Judicial District, including services, products, software, components, tickets
23 and/or systems comprising wireless and internet POS and/or hospitality aspects; (b) the
24 installation and maintenance of said services, products, software, components and/or systems
25 in hospitality industry, restaurant, food service, and/or entertainment information technology
26 systems in the United States, including this Judicial District; and/or (c) the use of hospitality
27 industry, restaurant, food service, and/or entertainment information technology systems
28

1 comprising said services, products, software, components and/or systems in the United States,
2 including this Judicial District.

3 16. This Court has personal jurisdiction over Defendants, and each of them, as
4 each Defendant has committed acts of patent infringement in this Judicial District including,
5 *inter alia*, making, using, offering for sale or license, and/or selling or licensing infringing
6 services, products, software, components and/or systems in this Judicial District.

7 17. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b) and
8 (c) and 1400(b) as regards all Defendants, both separately and together.

9 **BACKGROUND**

10 18. Ameranth was established in 1996 to develop and provide its 21st Century
11 Communications™ innovative information technology solutions for the hospitality industry
12 (inclusive of e.g. restaurants, hotels, casinos, nightclubs, cruise ships and other entertainment
13 and sports venues). Ameranth has been widely recognized as a technology leader in the
14 provision of wireless and internet-based systems and services to, *inter alia*, restaurants, hotels,
15 casinos, cruise ships and entertainment and sports venues. Ameranth's award winning
16 inventions enable, in relevant part, generation and synchronization of menus, including but
17 not limited to restaurant menus, event tickets, and other products across fixed, wireless and/or
18 internet platforms as well as synchronization of hospitality information and hospitality
19 software applications across fixed, wireless and internet platforms, including but not limited
20 to, computer servers, web servers, databases, affinity/social networking systems, desktop
21 computers, laptops, "smart" phones and other wireless handheld devices.

22 19. Ameranth began development of the inventions leading to the patents-in-suit in
23 the late Summer of 1998, at a time when the then-available wireless and internet hospitality
24 offerings were extremely limited in functionality, were not synchronized and did not provide
25 an integrated system-wide solution to the pervasive ordering, reservations, affinity program
26 and information management needs of the hospitality industry. Ameranth uniquely recognized
27 the actual problems that needed to be resolved in order to meet those needs, and thereafter
28 conceived and developed its breakthrough inventions and products to provide systemic and

1 comprehensive solutions directed to optimally meeting these industry needs. Ameranth has
2 expended considerable effort and resources in inventing, developing and marketing its
3 inventions and protecting its rights therein.

4 20. Ameranth's pioneering inventions have been widely adopted and are thus now
5 essential to the modern wireless hospitality enterprise of the 21st Century. Ameranth's
6 solutions have been adopted, licensed and/or deployed by numerous entities across the
7 hospitality industry.

8 21. The adoption of Ameranth's technology by industry leaders and the wide
9 acclaim received by Ameranth for its technological innovations are just some of the many
10 confirmations of the breakthrough aspects of Ameranth's inventions. Ameranth has received
11 twelve different technology awards (three with "end customer" partners) and has been widely
12 recognized as a hospitality wireless/internet technology leader by almost all major national
13 and hospitality print publications, *e.g.*, The Wall Street Journal, New York Times, USA
14 Today and many others. Ameranth was personally nominated by Bill Gates, the Founder of
15 Microsoft, for the prestigious Computerworld Honors Award that Ameranth received in 2001
16 for its breakthrough synchronized reservations/ticketing system with the Improv Comedy
17 Theatres. In his nomination, Mr. Gates described Ameranth as "one of the leading pioneers of
18 information technology for the betterment of mankind." This prestigious award was based on
19 Ameranth's innovative synchronization of wireless/web/fixed hospitality software
20 technology. Subsequently, the United States Patent and Trademark Office granted Ameranth
21 a number of currently-issued patents, two of which are the basis for this lawsuit. Ameranth
22 has issued press releases announcing these patent grants on business wires, on its web sites
23 and at numerous trade shows attended by various of the Defendants since the first of the two
24 presently-asserted patents issued in 2002.

25 ///

COUNT I

Patent Infringement (U.S. Pat. No. 6,384,850)

(35 U.S.C. § 271)

22. Plaintiff reiterates and incorporates the allegations set forth in paragraphs 1-21 above as if fully set forth herein.

23. On May 7, 2002, United States Patent No. 6,384,850 entitled "Information Management and Synchronous Communications System with Menu Generation" ("the '850 patent") (a true and copy of which is attached hereto as **Exhibit A**) was duly and legally issued by the United States Patent & Trademark Office.

24. Plaintiff Ameranth is the lawful owner by assignment of all right, title and interest in and to the '850 patent.

25. On information and belief, defendant Pizza Hut has infringed one or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or license and/or selling or licensing infringing systems, including but not limited to systems including wireless and internet POS and/or hospitality aspects in the United States without authority or license from Ameranth.

26. On information and belief, defendant Pizza Hut has actively induced others to infringe one or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting restaurant and food service users to use infringing systems and services, including but not limited to systems and services including wireless and internet POS and/or hospitality aspects in the United States without authority or license from Ameranth.

27. On information and belief, defendant Pizza Hut has contributorily infringed one or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license and/or selling or licensing components of systems on which valid and enforceable

1 claims of the '850 patent read, constituting a material part of the invention, knowing that the
2 components were especially adapted for use in systems which infringe valid and enforceable
3 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
4 infringing systems and services, including but not limited to systems and services including
5 wireless and internet POS and/or hospitality aspects in the United States without authority or
6 license from Ameranth.

7 28. On information and belief, the infringement of defendant Pizza Hut has been
8 done with knowledge and willful disregard of Ameranth's patent rights, making this an
9 exceptional case within the meaning of 35 U.S.C. §285.

10 29. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
11 including loss of profits from sales it would have made but for the infringements. Unless
12 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
13 Ameranth for which there is no adequate remedy at law.

14 30. On information and belief, defendant Domino's has infringed one or more
15 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
16 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
17 license and/or selling or licensing infringing systems including but not limited to systems
18 including wireless and internet POS and/or hospitality aspects in the United States without
19 authority or license from Ameranth.

20 31. On information and belief, defendant Domino's has actively induced others to
21 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
22 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
23 encouraging, aiding and abetting restaurant and food service users to use infringing systems
24 and services, including but not limited to systems and services including wireless and internet
25 POS and/or hospitality aspects in the United States without authority or license from
26 Ameranth.

27 32. On information and belief, defendant Domino's has contributorily infringed
28 one or more valid and enforceable claims of the '850 patent, specifically one or more of

1 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
2 or license and/or selling or licensing components of systems on which valid and enforceable
3 claims of the '850 patent read, constituting a material part of the invention, knowing that the
4 components were especially adapted for use in systems which infringe valid and enforceable
5 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
6 infringing systems and services, including but not limited to systems and services including
7 wireless and internet POS and/or hospitality aspects in the United States without authority or
8 license from Ameranth.

9 33. On information and belief, the infringement of defendant Domino's has been
10 done with knowledge and willful disregard of Ameranth's patent rights, making this an
11 exceptional case within the meaning of 35 U.S.C. §285.

12 34. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
13 including loss of profits from sales it would have made but for the infringements. Unless
14 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
15 Ameranth for which there is no adequate remedy at law.

16 35. On information and belief, defendant Papa John's has infringed one or more
17 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
18 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
19 license and/or selling or licensing infringing systems, including but not limited to systems
20 including wireless and internet POS and/or hospitality aspects in the United States without
21 authority or license from Ameranth.

22 36. On information and belief, defendant Papa John's has actively induced others
23 to infringe one or more valid and enforceable claims of the '850 patent, specifically one or
24 more of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by
25 knowingly encouraging, aiding and abetting restaurant and food service users to use
26 infringing systems and services, including but not limited to systems and services including
27 wireless and internet POS and/or hospitality aspects in the United States without authority or
28 license from Ameranth.

1 37. On information and belief, defendant Papa John's has contributorily infringed
2 one or more valid and enforceable claims of the '850 patent, specifically one or more of
3 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
4 or license and/or selling or licensing components of systems on which valid and enforceable
5 claims of the '850 patent read, constituting a material part of the invention, knowing that the
6 components were especially adapted for use in systems which infringe valid and enforceable
7 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
8 infringing systems and services, including but not limited to systems and services including
9 wireless and internet POS and/or hospitality aspects in the United States without authority or
10 license from Ameranth.

11 38. On information and belief, the infringement of defendant Papa John's has been
12 done with knowledge and willful disregard of Ameranth's patent rights, making this an
13 exceptional case within the meaning of 35 U.S.C. §285.

14 39. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
15 including loss of profits from sales it would have made but for the infringements. Unless
16 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
17 Ameranth for which there is no adequate remedy at law.

18 40. On information and belief, defendant OpenTable has infringed one or more
19 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
20 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
21 license and/or selling or licensing infringing systems, including but not limited to systems
22 including wireless and internet hospitality aspects in the United States without authority or
23 license from Ameranth.

24 41. On information and belief, defendant OpenTable has actively induced others to
25 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
26 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
27 encouraging, aiding and abetting restaurant and food service users to use infringing systems
28

1 and services, including but not limited to systems and services including wireless and internet
2 hospitality aspects in the United States without authority or license from Ameranth.

3 42. On information and belief, defendant OpenTable has contributorily infringed
4 one or more valid and enforceable claims of the '850 patent, specifically one or more of
5 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
6 or license and/or selling or licensing components of systems on which valid and enforceable
7 claims of the '850 patent read, constituting a material part of the invention, knowing that the
8 components were especially adapted for use in systems which infringe valid and enforceable
9 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
10 infringing systems and services including but not limited to systems and services including
11 wireless and internet hospitality aspects in the United States without authority or license from
12 Ameranth.

13 43. On information and belief, the infringement of defendant OpenTable has been
14 done with knowledge and willful disregard of Ameranth's patent rights, making this an
15 exceptional case within the meaning of 35 U.S.C. §285.

16 44. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
17 including loss of profits from sales it would have made but for the infringements. Unless
18 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
19 Ameranth for which there is no adequate remedy at law.

20 45. On information and belief, defendant GrubHub has infringed one or more valid
21 and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of
22 the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
23 license and/or selling or licensing infringing systems, including but not limited to systems
24 including wireless and internet POS and/or hospitality aspects in the United States without
25 authority or license from Ameranth.

26 46. On information and belief, defendant GrubHub has actively induced others to
27 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
28 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly

1 encouraging, aiding and abetting restaurant and food service users to use infringing systems
2 and services, including but not limited to systems and services including wireless and internet
3 POS and/or hospitality aspects in the United States without authority or license from
4 Ameranth.

5 47. On information and belief, defendant GrubHub has contributorily infringed
6 one or more valid and enforceable claims of the '850 patent, specifically one or more of
7 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
8 or license and/or selling or licensing components of systems on which valid and enforceable
9 claims of the '850 patent read, constituting a material part of the invention, knowing that the
10 components were especially adapted for use in systems which infringe valid and enforceable
11 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
12 infringing systems and services, including but not limited to systems and services including
13 wireless and internet POS and/or hospitality aspects in the United States without authority or
14 license from Ameranth.

15 48. On information and belief, the infringement of defendant GrubHub has been
16 done with knowledge and willful disregard of Ameranth's patent rights, making this an
17 exceptional case within the meaning of 35 U.S.C. §285.

18 49. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
19 including loss of profits from sales it would have made but for the infringements. Unless
20 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
21 Ameranth for which there is no adequate remedy at law.

22 50. On information and belief, defendant Netwaiter has infringed one or more
23 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
24 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
25 license and/or selling or licensing infringing systems, including but not limited to systems
26 including wireless and internet POS and/or hospitality aspects in the United States without
27 authority or license from Ameranth.
28

1 51. On information and belief, defendant Netwaiter has actively induced others to
2 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
3 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
4 encouraging, aiding and abetting restaurant and food service users to use infringing systems
5 and services, including but not limited to systems and services including wireless and internet
6 POS and/or hospitality aspects in the United States without authority or license from
7 Ameranth.

8 52. On information and belief, defendant Netwaiter has contributorily infringed
9 one or more valid and enforceable claims of the '850 patent, specifically one or more of
10 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
11 or license and/or selling or licensing components of systems on which valid and enforceable
12 claims of the '850 patent read, constituting a material part of the invention, knowing that the
13 components were especially adapted for use in systems which infringe valid and enforceable
14 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
15 infringing systems and services, including but not limited to systems and services including
16 wireless and internet POS and/or hospitality aspects in the United States without authority or
17 license from Ameranth.

18 53. On information and belief, the infringement of defendant Netwaiter has been
19 done with knowledge and willful disregard of Ameranth's patent rights, making this an
20 exceptional case within the meaning of 35 U.S.C. §285.

21 54. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
22 including loss of profits from sales it would have made but for the infringements. Unless
23 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
24 Ameranth for which there is no adequate remedy at law.

25 55. On information and belief, defendant LaughStub has infringed one or more
26 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
27 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
28 license and/or selling or licensing infringing systems, including but not limited to systems

1 including wireless and internet hospitality aspects in the United States without authority or
2 license from Ameranth.

3 56. On information and belief, defendant LaughStub has actively induced others to
4 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
5 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
6 encouraging, aiding and abetting entertainment venue users to use infringing ticketing and
7 box office management systems and services, including but not limited to systems and
8 services including wireless and internet hospitality aspects in the United States without
9 authority or license from Ameranth.

10 57. On information and belief, defendant LaughStub has contributorily infringed
11 one or more valid and enforceable claims of the '850 patent, specifically one or more of
12 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
13 or license and/or selling or licensing components of systems on which valid and enforceable
14 claims of the '850 patent read, constituting a material part of the invention, knowing that the
15 components were especially adapted for use in systems which infringe valid and enforceable
16 claims of the '850 patent, to distributors and/or to entertainment venue users for use in
17 infringing ticketing and box office management systems and services, including but not
18 limited to systems and services including wireless and internet hospitality aspects in the
19 United States without authority or license from Ameranth.

20 58. On information and belief, the infringement of defendant LaughStub has been
21 done with knowledge and willful disregard of Ameranth's patent rights, making this an
22 exceptional case within the meaning of 35 U.S.C. §285.

23 59. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
24 including loss of profits from sales it would have made but for the infringements. Unless
25 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
26 Ameranth for which there is no adequate remedy at law.

27 60. On information and belief, defendant Exit 41 has infringed one or more valid
28 and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of

1 the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
2 license and/or selling or licensing infringing systems, including but not limited to systems
3 including wireless and internet POS and/or hospitality aspects in the United States without
4 authority or license from Ameranth.

5 61. On information and belief, defendant Exit 41 has actively induced others to
6 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
7 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
8 encouraging, aiding and abetting restaurant and food service users to use infringing systems
9 and services, including but not limited to systems and services including wireless and internet
10 POS and/or hospitality aspects in the United States without authority or license from
11 Ameranth.

12 62. On information and belief, defendant Exit 41 has contributorily infringed one
13 or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12
14 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
15 and/or selling or licensing components of systems on which valid and enforceable claims of
16 the '850 patent read, constituting a material part of the invention, knowing that the
17 components were especially adapted for use in systems which infringe valid and enforceable
18 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
19 infringing systems and services, including but not limited to systems and services including
20 wireless and internet POS and/or hospitality aspects in the United States without authority or
21 license from Ameranth.

22 63. On information and belief, the infringement of defendant Exit 41 has been
23 done with knowledge and willful disregard of Ameranth's patent rights, making this an
24 exceptional case within the meaning of 35 U.S.C. §285.

25 64. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
26 including loss of profits from sales it would have made but for the infringements. Unless
27 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
28 Ameranth for which there is no adequate remedy at law.

1 65. On information and belief, defendant QuikOrder has infringed one or more
2 valid and enforceable claims of the '850 patent, specifically one or more of claims 12 through
3 16 of the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
4 license and/or selling or licensing infringing systems, including but not limited to systems
5 including wireless and internet POS and/or hospitality aspects in the United States without
6 authority or license from Ameranth.

7 66. On information and belief, defendant QuikOrder has actively induced others to
8 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
9 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
10 encouraging, aiding and abetting restaurant and food service users to use infringing systems
11 and services, including but not limited to systems and services including wireless and internet
12 POS and/or hospitality aspects in the United States without authority or license from
13 Ameranth.

14 67. On information and belief, defendant QuikOrder has contributorily infringed
15 one or more valid and enforceable claims of the '850 patent, specifically one or more of
16 claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell
17 or license and/or selling or licensing components of systems on which valid and enforceable
18 claims of the '850 patent read, constituting a material part of the invention, knowing that the
19 components were especially adapted for use in systems which infringe valid and enforceable
20 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
21 infringing systems and services, including but not limited to systems and services including
22 wireless and internet POS and/or hospitality aspects in the United States without authority or
23 license from Ameranth.

24 68. On information and belief, the infringement of defendant QuikOrder has been
25 done with knowledge and willful disregard of Ameranth's patent rights, making this an
26 exceptional case within the meaning of 35 U.S.C. §285.

27 69. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
28 including loss of profits from sales it would have made but for the infringements. Unless

1 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
2 Ameranth for which there is no adequate remedy at law.

3 70. On information and belief, defendant Seamless has infringed one or more valid
4 and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of
5 the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
6 license and/or selling or licensing infringing systems, including but not limited to systems
7 including wireless and internet POS and/or hospitality aspects in the United States without
8 authority or license from Ameranth.

9 71. On information and belief, defendant Seamless has actively induced others to
10 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
11 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
12 encouraging, aiding and abetting restaurant and food service users to use infringing systems
13 and services, including but not limited to systems and services including wireless and internet
14 POS and/or hospitality aspects in the United States without authority or license from
15 Ameranth.

16 72. On information and belief, defendant Seamless has contributorily infringed one
17 or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12
18 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
19 and/or selling or licensing components of systems on which valid and enforceable claims of
20 the '850 patent read, constituting a material part of the invention, knowing that the
21 components were especially adapted for use in systems which infringe valid and enforceable
22 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
23 infringing systems and services, including but not limited to systems and services including
24 wireless and internet POS and/or hospitality aspects in the United States without authority or
25 license from Ameranth.

26 73. On information and belief, the infringement of defendant Seamless has been
27 done with knowledge and willful disregard of Ameranth's patent rights, making this an
28 exceptional case within the meaning of 35 U.S.C. §285.

1 74. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
2 including loss of profits from sales it would have made but for the infringements. Unless
3 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
4 Ameranth for which there is no adequate remedy at law.

5 75. On information and belief, defendant Onosys has infringed one or more valid
6 and enforceable claims of the '850 patent, specifically one or more of claims 12 through 16 of
7 the '850 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
8 license and/or selling or licensing infringing systems, including but not limited to systems
9 including wireless and internet POS and/or hospitality aspects in the United States without
10 authority or license from Ameranth.

11 76. On information and belief, defendant Onosys has actively induced others to
12 infringe one or more valid and enforceable claims of the '850 patent, specifically one or more
13 of claims 12 through 16 of the '850 patent, in violation of 35 U.S.C. §271(b) by knowingly
14 encouraging, aiding and abetting restaurant and food service users to use infringing systems
15 and services, including but not limited to systems and services including wireless and internet
16 POS and/or hospitality aspects in the United States without authority or license from
17 Ameranth.

18 77. On information and belief, defendant Onosys has contributorily infringed one
19 or more valid and enforceable claims of the '850 patent, specifically one or more of claims 12
20 through 16 of the '850 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
21 and/or selling or licensing components of systems on which valid and enforceable claims of
22 the '850 patent read, constituting a material part of the invention, knowing that the
23 components were especially adapted for use in systems which infringe valid and enforceable
24 claims of the '850 patent, to distributors and/or to restaurant and foodservice users for use in
25 infringing systems and services, including but not limited to systems and services including
26 wireless and internet POS and/or hospitality aspects in the United States without authority or
27 license from Ameranth.
28

COUNT II
Patent Infringement (U.S. Pat. No. 6,871,325)
(35 U.S.C. § 271)

81. On March 22, 2005, United States Patent No. 6,871,325 entitled “Information Management and Synchronous Communications System with Menu Generation” (“the ‘325 patent”) (a true and correct copy of which is attached hereto as **Exhibit B**) was duly and legally issued by the United States Patent & Trademark Office.

83. On information and belief, defendant Pizza Hut has infringed one or more valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or license and/or selling or licensing infringing systems, including but not limited to systems including wireless and internet POS and/or hospitality aspects in the United States without authority or license from Ameranth.

84. On information and belief, defendant Pizza Hut has actively induced others to one or more valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting restaurant and food service users to use infringing systems

1 and services, including but not limited to systems and services including wireless and internet
2 POS and/or hospitality aspects in the United States without authority or license from
3 Ameranth.

4 85. On information and belief, defendant Pizza Hut has contributorily infringed
5 one or more valid and enforceable claims of the '325 patent, specifically one or more of
6 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
7 or license and/or selling or licensing components of systems on which valid and enforceable
8 claims of the '325 patent read, constituting a material part of the invention, knowing that the
9 components were especially adapted for use in systems which infringe valid and enforceable
10 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
11 infringing systems and services, including but not limited to systems and services including
12 wireless and internet POS and/or hospitality aspects in the United States without authority or
13 license from Ameranth.

14 86. On information and belief, the infringement of defendant Pizza Hut has been
15 done with knowledge and willful disregard of Ameranth's patent rights, making this an
16 exceptional case within the meaning of 35 U.S.C. §285.

17 87. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
18 including loss of profits from sales it would have made but for the infringements. Unless
19 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
20 Ameranth for which there is no adequate remedy at law.

21 88. On information and belief, defendant Domino's has infringed one or more
22 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
23 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
24 license and/or selling or licensing infringing systems, including but not limited to systems
25 including wireless and internet POS and/or hospitality aspects in the United States without
26 authority or license from Ameranth.

27 89. On information and belief, defendant Domino's has actively induced others to
28 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more

1 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
2 encouraging, aiding and abetting restaurant and food service users to use infringing systems
3 and services, including but not limited to systems and services including wireless and internet
4 POS and/or hospitality aspects in the United States without authority or license from
5 Ameranth.

6 90. On information and belief, defendant Domino's has contributorily infringed
7 one or more valid and enforceable claims of the '325 patent, specifically one or more of
8 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
9 or license and/or selling or licensing components of systems on which valid and enforceable
10 claims of the '325 patent read, constituting a material part of the invention, knowing that the
11 components were especially adapted for use in systems which infringe valid and enforceable
12 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
13 infringing systems and services, including but not limited to systems and services including
14 wireless and internet POS and/or hospitality aspects in the United States without authority or
15 license from Ameranth.

16 91. On information and belief, the infringement of defendant Domino's has been
17 done with knowledge and willful disregard of Ameranth's patent rights, making this an
18 exceptional case within the meaning of 35 U.S.C. §285.

19 92. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
20 including loss of profits from sales it would have made but for the infringements. Unless
21 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
22 Ameranth for which there is no adequate remedy at law.

23 93. On information and belief, defendant Papa John's has infringed one or more
24 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
25 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
26 license and/or selling or licensing infringing systems, including but not limited to systems
27 including wireless and internet POS and/or hospitality aspects in the United States without
28 authority or license from Ameranth.

1 94. On information and belief, defendant Papa John's has actively induced others
2 to infringe one or more valid and enforceable claims of the '325 patent, specifically one or
3 more of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by
4 knowingly encouraging, aiding and abetting restaurant and food service users to use
5 infringing systems and services, including but not limited to systems and services including
6 wireless and internet POS and/or hospitality aspects in the United States without authority or
7 license from Ameranth.

8 95. On information and belief, defendant Papa John's has contributorily infringed
9 one or more valid and enforceable claims of the '325 patent, specifically one or more of
10 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
11 or license and/or selling or licensing components of systems on which valid and enforceable
12 claims of the '325 patent read, constituting a material part of the invention, knowing that the
13 components were especially adapted for use in systems which infringe valid and enforceable
14 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
15 infringing systems and services, including but not limited to systems and services including
16 wireless and internet POS and/or hospitality aspects in the United States without authority or
17 license from Ameranth.

18 96. On information and belief, the infringement of defendant Papa John's has been
19 done with knowledge and willful disregard of Ameranth's patent rights, making this an
20 exceptional case within the meaning of 35 U.S.C. §285.

21 97. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
22 including loss of profits from sales it would have made but for the infringements. Unless
23 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
24 Ameranth for which there is no adequate remedy at law.

25 98. On information and belief, defendant OpenTable has infringed one or more
26 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
27 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
28 license and/or selling or licensing infringing systems, including but not limited to systems

1 including wireless and internet hospitality aspects in the United States without authority or
2 license from Ameranth.

3 99. On information and belief, defendant OpenTable has actively induced others to
4 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
5 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
6 encouraging, aiding and abetting restaurant and food service users to use infringing systems
7 and services, including but not limited to systems and services including wireless and internet
8 hospitality aspects in the United States without authority or license from Ameranth.

9 100. On information and belief, defendant OpenTable has contributorily infringed
10 one or more valid and enforceable claims of the '325 patent, specifically one or more of
11 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
12 or license and/or selling or licensing components of systems on which valid and enforceable
13 claims of the '325 patent read, constituting a material part of the invention, knowing that the
14 components were especially adapted for use in systems which infringe valid and enforceable
15 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
16 infringing systems and services, including but not limited to systems and services including
17 wireless and internet hospitality aspects in the United States without authority or license from
18 Ameranth.

19 101. On information and belief, the infringement of defendant OpenTable has been
20 done with knowledge and willful disregard of Ameranth's patent rights, making this an
21 exceptional case within the meaning of 35 U.S.C. §285.

22 102. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
23 including loss of profits from sales it would have made but for the infringements. Unless
24 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
25 Ameranth for which there is no adequate remedy at law.

26 103. On information and belief, defendant GrubHub has infringed one or more valid
27 and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of
28 the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or

1 license and/or selling or licensing infringing systems, including but not limited to systems
2 including wireless and internet POS and/or hospitality aspects in the United States without
3 authority or license from Ameranth.

4 104. On information and belief, defendant GrubHub has actively induced others to
5 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
6 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
7 encouraging, aiding and abetting restaurant and food service users to use infringing systems
8 and services including but not limited to systems and services, including wireless and internet
9 POS and/or hospitality aspects in the United States without authority or license from
10 Ameranth.

11 105. On information and belief, defendant GrubHub has contributorily infringed
12 one or more valid and enforceable claims of the '325 patent, specifically one or more of
13 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
14 or license and/or selling or licensing components of systems on which valid and enforceable
15 claims of the '325 patent read, constituting a material part of the invention, knowing that the
16 components were especially adapted for use in systems which infringe valid and enforceable
17 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
18 infringing systems and services, including but not limited to systems and services including
19 wireless and internet POS and/or hospitality aspects in the United States without authority or
20 license from Ameranth.

21 106. On information and belief, the infringement of defendant GrubHub has been
22 done with knowledge and willful disregard of Ameranth's patent rights, making this an
23 exceptional case within the meaning of 35 U.S.C. §285.

24 107. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
25 including loss of profits from sales it would have made but for the infringements. Unless
26 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
27 Ameranth for which there is no adequate remedy at law.
28

1 108. On information and belief, defendant Netwaiter has infringed one or more
2 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
3 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
4 license and/or selling or licensing infringing systems, including but not limited to systems
5 including wireless and internet POS and/or hospitality aspects in the United States without
6 authority or license from Ameranth.

7 109. On information and belief, defendant Netwaiter has actively induced others to
8 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
9 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
10 encouraging, aiding and abetting restaurant and food service users to use infringing systems
11 and services, including but not limited to systems and services including wireless and internet
12 POS and/or hospitality aspects in the United States without authority or license from
13 Ameranth.

14 110. On information and belief, defendant Netwaiter has contributorily infringed
15 one or more valid and enforceable claims of the '325 patent, specifically one or more of
16 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
17 or license and/or selling or licensing components of systems on which valid and enforceable
18 claims of the '325 patent read, constituting a material part of the invention, knowing that the
19 components were especially adapted for use in systems which infringe valid and enforceable
20 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
21 infringing systems and services, including but not limited to systems and services including
22 wireless and internet POS and/or hospitality aspects in the United States without authority or
23 license from Ameranth.

24 111. On information and belief, the infringement of defendant Netwaiter has been
25 done with knowledge and willful disregard of Ameranth's patent rights, making this an
26 exceptional case within the meaning of 35 U.S.C. §285.

27 112. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
28 including loss of profits from sales it would have made but for the infringements. Unless

1 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
2 Ameranth for which there is no adequate remedy at law.

3 113. On information and belief, defendant LaughStub has infringed one or more
4 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
5 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
6 license and/or selling or licensing infringing systems, including but not limited to systems
7 including wireless and internet hospitality aspects in the United States without authority or
8 license from Ameranth.

9 114. On information and belief, defendant LaughStub has actively induced others to
10 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
11 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
12 encouraging, aiding and abetting entertainment venue users to use infringing ticketing and
13 box office management systems and services, including but not limited to systems and
14 services including wireless and internet hospitality aspects in the United States without
15 authority or license from Ameranth.

16 115. On information and belief, defendant LaughStub has contributorily infringed
17 one or more valid and enforceable claims of the '325 patent, specifically one or more of
18 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
19 or license and/or selling or licensing components of systems on which valid and enforceable
20 claims of the '325 patent read, constituting a material part of the invention, knowing that the
21 components were especially adapted for use in systems which infringe valid and enforceable
22 claims of the '325 patent, to distributors and/or to entertainment venue users for use in
23 infringing ticketing and box office management systems and services including but not
24 limited to systems and services, including wireless and internet hospitality aspects in the
25 United States without authority or license from Ameranth.

26 116. On information and belief, the infringement of defendant LaughStub has been
27 done with knowledge and willful disregard of Ameranth's patent rights, making this an
28 exceptional case within the meaning of 35 U.S.C. §285.

1 117. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
2 including loss of profits from sales it would have made but for the infringements. Unless
3 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
4 Ameranth for which there is no adequate remedy at law.

5 118. On information and belief, defendant Exit 41 has infringed one or more valid
6 and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of
7 the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
8 license and/or selling or licensing infringing systems, including but not limited to systems
9 including wireless and internet POS and/or hospitality aspects in the United States without
10 authority or license from Ameranth.

11 119. On information and belief, defendant Exit 41 has actively induced others to
12 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
13 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
14 encouraging, aiding and abetting restaurant and food service users to use infringing systems
15 and services including but not limited to systems and services, including wireless and internet
16 POS and/or hospitality aspects in the United States without authority or license from
17 Ameranth.

18 120. On information and belief, defendant Exit 41 has contributorily infringed one
19 or more valid and enforceable claims of the '325 patent, specifically one or more of claims 11
20 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
21 and/or selling or licensing components of systems on which valid and enforceable claims of
22 the '325 patent read, constituting a material part of the invention, knowing that the
23 components were especially adapted for use in systems which infringe valid and enforceable
24 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
25 infringing systems and services, including but not limited to systems and services including
26 wireless and internet POS and/or hospitality aspects in the United States without authority or
27 license from Ameranth.
28

1 121. On information and belief, the infringement of defendant Exit 41 has been
2 done with knowledge and willful disregard of Ameranth's patent rights, making this an
3 exceptional case within the meaning of 35 U.S.C. §285.

4 122. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
5 including loss of profits from sales it would have made but for the infringements. Unless
6 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
7 Ameranth for which there is no adequate remedy at law.

8 123. On information and belief, defendant Seamless has infringed one or more valid
9 and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of
10 the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
11 license and/or selling or licensing infringing systems, including but not limited to systems
12 including wireless and internet POS and/or hospitality aspects in the United States without
13 authority or license from Ameranth.

14 124. On information and belief, defendant Seamless has actively induced others to
15 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
16 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
17 encouraging, aiding and abetting restaurant and food service users to use infringing systems
18 and services including but not limited to systems and services, including wireless and internet
19 POS and/or hospitality aspects in the United States without authority or license from
20 Ameranth.

21 125. On information and belief, defendant Seamless has contributorily infringed one
22 or more valid and enforceable claims of the '325 patent, specifically one or more of claims 11
23 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
24 and/or selling or licensing components of systems on which valid and enforceable claims of
25 the '325 patent read, constituting a material part of the invention, knowing that the
26 components were especially adapted for use in systems which infringe valid and enforceable
27 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
28 infringing systems and services, including but not limited to systems and services including

1 wireless and internet POS and/or hospitality aspects in the United States without authority or
2 license from Ameranth.

3 126. On information and belief, the infringement of defendant Seamless has been
4 done with knowledge and willful disregard of Ameranth's patent rights, making this an
5 exceptional case within the meaning of 35 U.S.C. §285.

6 127. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
7 including loss of profits from sales it would have made but for the infringements. Unless
8 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
9 Ameranth for which there is no adequate remedy at law.

10 128. On information and belief, defendant QuikOrder has infringed one or more
11 valid and enforceable claims of the '325 patent, specifically one or more of claims 11 through
12 15 of the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
13 license and/or selling or licensing infringing systems, including but not limited to systems
14 including wireless and internet POS and/or hospitality aspects in the United States without
15 authority or license from Ameranth.

16 129. On information and belief, defendant QuikOrder has actively induced others to
17 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
18 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
19 encouraging, aiding and abetting restaurant and food service users to use infringing systems
20 and services including but not limited to systems and services, including wireless and internet
21 POS and/or hospitality aspects in the United States without authority or license from
22 Ameranth.

23 130. On information and belief, defendant QuikOrder has contributorily infringed
24 one or more valid and enforceable claims of the '325 patent, specifically one or more of
25 claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell
26 or license and/or selling or licensing components of systems on which valid and enforceable
27 claims of the '325 patent read, constituting a material part of the invention, knowing that the
28 components were especially adapted for use in systems which infringe valid and enforceable

1 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
2 infringing systems and services, including but not limited to systems and services including
3 wireless and internet POS and/or hospitality aspects in the United States without authority or
4 license from Ameranth.

5 131. On information and belief, the infringement of defendant QuikOrder has been
6 done with knowledge and willful disregard of Ameranth's patent rights, making this an
7 exceptional case within the meaning of 35 U.S.C. §285.

8 132. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
9 including loss of profits from sales it would have made but for the infringements. Unless
10 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
11 Ameranth for which there is no adequate remedy at law.

12 133. On information and belief, defendant Onosys has infringed one or more valid
13 and enforceable claims of the '325 patent, specifically one or more of claims 11 through 15 of
14 the '325 patent, in violation of 35 U.S.C. §271(a) by making, using, offering for sale or
15 license and/or selling or licensing infringing systems, including but not limited to systems
16 including wireless and internet POS and/or hospitality aspects in the United States without
17 authority or license from Ameranth.

18 134. On information and belief, defendant Onosys has actively induced others to
19 infringe one or more valid and enforceable claims of the '325 patent, specifically one or more
20 of claims 11 through 15 of the '325 patent, in violation of 35 U.S.C. §271(b) by knowingly
21 encouraging, aiding and abetting restaurant and food service users to use infringing systems
22 and services including but not limited to systems and services, including wireless and internet
23 POS and/or hospitality aspects in the United States without authority or license from
24 Ameranth.

25 135. On information and belief, defendant Onosys has contributorily infringed one
26 or more valid and enforceable claims of the '325 patent, specifically one or more of claims 11
27 through 15 of the '325 patent, in violation of 35 U.S.C. §271(c) by offering to sell or license
28 and/or selling or licensing components of systems on which valid and enforceable claims of

1 the '325 patent read, constituting a material part of the invention, knowing that the
2 components were especially adapted for use in systems which infringe valid and enforceable
3 claims of the '325 patent, to distributors and/or to restaurant and foodservice users for use in
4 infringing systems and services, including but not limited to systems and services including
5 wireless and internet POS and/or hospitality aspects in the United States without authority or
6 license from Ameranth.

7 136. On information and belief, the infringement of defendant Onosys has been
8 done with knowledge and willful disregard of Ameranth's patent rights, making this an
9 exceptional case within the meaning of 35 U.S.C. §285.

10 137. The aforesaid infringing activity has caused damage to plaintiff Ameranth,
11 including loss of profits from sales it would have made but for the infringements. Unless
12 enjoined, the aforesaid infringing activity will continue and cause irreparable injury to
13 Ameranth for which there is no adequate remedy at law.

14
15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, plaintiff Ameranth respectfully prays for judgment against
17 Defendants, and each of them, as follows:

18 1. Adjudging that the manufacture, use, offer for sale or license and /or sale or
19 license of each of the Defendants' accused products, services, software and/or hardware
20 infringes valid and enforceable claims of the '850 patent, specifically one or more of claims
21 12 through 16 of the '850 patent, and valid and enforceable claims of the '325 patent,
22 specifically one or more of claims 11 through 15 of the '325 patent;

23 2. Adjudging that each of the Defendants has infringed, actively induced others to
24 infringe and/or contributorily infringed valid and enforceable claims of the '850 patent,
25 specifically one or more of claims 12 through 16 of the '850 patent, and valid and enforceable
26 claims of the '325 patent, specifically one or more of claims 11 through 15 of the '325 patent;

27 3. Adjudging that each of the Defendants has infringed, actively induced others to
28 infringe and/or contributorily infringed valid and enforceable claims of the '850 patent,

1 specifically one or more of claims 12 through 16 of the '850 patent, and valid and enforceable
2 claims of the '325 patent, specifically one or more of claims 11 through 15 of the '325 patent;

3 4. Adjudging that Defendants' infringement of the valid and enforceable claims
4 of the '850 and '325 patents has been knowing and willful;

5 5. Enjoining each of the Defendants, and their respective officers, directors,
6 employees, attorneys, agents, representatives, parents, subsidiaries, affiliates and all other
7 persons acting in concert, participation or privity with them, and their successors and assigns,
8 from infringing, contributorily infringing and/or inducing others to infringe the valid and
9 enforceable claims of the '850 and '325 patents;

10 6. Awarding Ameranth the damages it has sustained by reason of Defendants'
11 infringement, together with interest and costs pursuant to 35 U.S.C. § 284;

12 7. Awarding Ameranth increased damages of three times the amount of damages
13 found or assessed against Defendants by reason of the knowing, willful and deliberate nature
14 of Defendants' acts of infringement pursuant to 35 U.S.C. § 284;

15 8. Adjudging this to be an exceptional case and awarding Ameranth its attorney's
16 fees pursuant to 35 U.S.C. §285;

17 9. Awarding to Ameranth its costs of suit, and interest as provided by law; and

18 10. Awarding to Ameranth such other and further relief that this Court may deem
19 just and proper.

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DEMAND FOR JURY TRIAL

Ameranth demands trial by jury of its claims set forth herein to the maximum extent permitted by law.

Respectfully submitted,

Dated: September 13, 2011

MAZZARELLA ■ CALDARELLI LLP

By: /s William J. Caldarelli
WILLIAM J. CALDARELLI
MICHAEL D. FABIANO

Attorneys for Plaintiff Ameranth, Inc.